



VOELTER ASSOCIATES INC.

ARCHITECTS AND PLANNERS

A.I.A.

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February 2, 2015

Dan Gattis, County Judge

Williamson County Courthouse

710 Main Street

Georgetown, TX 78626

Phone 512-943-1550

RE Professional Services

Phase 2 Finish-Out

Williamson County Sign Shop

Georgetown, Texas

Dear Judge Gattis:

We are pleased to submit this Letter of Agreement to Williamson County, Texas, hereinafter referred to as "Client" or "County", for professional services relative to the referenced project. The project consists of providing plans and specifications required to finish out the second half of the Williamson County Sign Shop. This agreement is for services to provide documents indicated hereinafter to allow Client to receive bids and for use during the construction phase. The Mechanical/Electrical/Plumbing (MEP) drawings and specifications will be provided by Star of Texas Engineering, PLLC, 2851 Joe Dimaggio Blvd., Ste. 9, Round Rock, TX 78665. David McDonald, P.E., LEED AP will be the Consulting Engineer.

This proposal does not include the following:

- Building Permit submittal.
- Regulatory fees, all submittals by Client.
- Construction Observation.
- Assistance with Accessibility Compliance (Construction not to exceed \$50,000.00).

SCOPE OF BASIC SERVICES

PHASE 1 – Project Initiation

1. Visit with Client to review project requirements.
2. Review plans of existing building with Owner's Representative.
3. Visit site to document changes to original floor plan and layout of western half.
4. Produce architectural floor plan showing Architect's interpretation of Owner's noted changes for Owner review and approval.
5. Provide floor plan background to MEP Engineers to be used for their drawings.

PHASE 2 – Construction Documents

1. Produce CAD drawings of spaces required for building permit.
Final plans to include the following:
 - Floor Plan with Notes & Schedules
 - Section through Building
 - Door Schedule, Types and Details
 - Reflected Ceiling Plan
 - Handicap requirements
 - Cabinet Elevations
 - MEP Plans, Outline Specifications, Schedules and Notes

OPTIONAL SERVICES

- 1. Any services not included hereinbefore if requested and approved by Client.
- 2. Construction phase services are not included but available on an hourly basis.
- 3. Assistance with Accessibility Review and Inspection (if Cost exceeds \$50,000.00).

REIMBURSABLE EXPENSES

- 1. Cost of any outside printing requested.
- 2. Expenses associated with a request by Client, not listed above but approved prior to commencing, will be passed on at cost to Architect.

FEES FOR BASIC SERVICES

The breakdown of services is as follows:

Architectural Services	\$ 4,000.00
Mechanical Engineering	<u>6,000.00</u>
Total	\$10,000.00

This agreement is based on the following hourly rates.

Architect

Principal	\$125.00
Project Manager	\$100.00
CAD Technician	\$ 70.00

MEP

Principal	\$140.00
Engineer	\$115.00
Construction Administration	\$ 85.00
Junior Designer/EIT	\$ 65.00
CADD	\$ 45.00
Administration	\$ 40.00

NOT-TO-EXCEED AMOUNT

The not-to-be-exceeded amount for the performance of the services described in this agreement—which does not include construction phase services or any optional or reimbursable expenses to be added by change order only--shall be the sum of Ten-Thousand Five Hundred Dollars (\$10,500.00). This not-to-exceed amount is based upon all labor and non-labor costs estimated to be required in the performance of the various phases of work provided for under this agreement. Should the actual total costs of the services rendered under this agreement be less than the not-to-exceed amount, then Architect shall receive compensation for only those services actually rendered plus the optional and/or reimbursable expenses actually incurred.

CLIENT RESPONSIBILITIES

- 1. Accompany Architect in accessing existing building.
- 2. Answer questions about project.

CONDITIONS

Documents will be completed as expeditiously as possible, estimated to be approximately one month from the time of return of executed agreement.

Billing will be monthly according to the percentage of completion. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate

in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Architect of the invoice discrepancy. Following County's notification of any discrepancy as to an invoice, the Architect must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Client may terminate this agreement, for convenience and without cause, upon three business days notice. In the event of termination by the Client, the Architect shall be compensated for all services performed up to the termination date based on the percentage of completion. There shall be no penalty for Client's termination for convenience.

The Architect shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences or procedures, for safety precautions of any other parties operations in relation to the project. **ARCHITECT SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ARCHITECT OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**

FINAL PAYMENT

Final payment will be due upon availability of prints. The Architect will schedule the work on a timely basis and will proceed accordingly unless the Client indicates otherwise. All fees will be due within thirty (30) days from the date when the drawings are completed whether or not the project is built and whether or not the client chooses to pick up the prints.

Client agrees that in the event of default in payment by Client and in placement of this agreement in the hands of an attorney for collection, Client shall pay a reasonable attorney's fee plus principal and interest at the rate set forth above. Client shall pay attorney's fees and principal and interest even though suit may not have been filed prior to collection.

MISCELLANEOUS

1. Certificate of Architect. Architect certifies that neither Architect nor any members of Architect's firm has:
 - A. Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Architect) to solicit or secure the work provided by in this agreement.
 - B. Agreed, as an expressed or implied condition for obtaining this agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this agreement.
 - C. Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Architect) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this agreement.

D. Architect further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this agreement and for those portions of the project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

2. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of County and Architect and their respective successors and assigns. Neither County nor Architect may assign or transfer its interest in or obligations under this agreement without the written consent of the other party hereto.

3. Bidding Exemption. This agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

4. Right to Audit. Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

5. Compliance with Laws. Architect shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Architect shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

6. Definition of Architect. The term "Architect" as used herein is defined as including Registered Professional Architects, as applicable to the work to be performed under this agreement, and any reference to professional standards in regards to a Registered Professional Architect shall relate to those standards promulgated by the Texas Board of Architectural Examiners.

7. Entity Status. By my signature below, I certify that Architect is a corporation, duly authorized to transact and do business in the State of Texas.

8. Independent Contractor Relationship. Both parties hereto, in the performance of this agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

9. No Waiver of Immunities. Nothing in this agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

10. Place of Performance. THIS CONTRACT IS PERFORMABLE IN GEORGETOWN, WILLIAMSON COUNTY, TEXAS.

If you find the Proposal acceptable, please affix your signature where indicated and return one copy to this office. Once signed by you, this agreement will represent the entire and integrated agreement between County and Architect and supersedes all prior negotiations, representations, or agreements, either oral or written. This agreement may be amended only by written instrument signed by both County and Architect. We look forward to working with you.

Respectfully submitted,
VOELTER ASSOCIATES INC.



David L. Voelter, AIA
President

Accepted:

_____ Date _____
Dan Gattis
Williamson County Judge

The Texas Board of Architectural Examiners, PO Box 12337, Austin, Texas 78711-2337, telephone 512.305.9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Article 249a, Vernon's Texas Civil Statutes.